

State of New Hampshire Department of Health and Human Services

REQUEST FOR BID (RFB) RFB-2017-OMBP-01-NEMT

FOR

Transportation Management for
New Hampshire Health Protection Plan (NHHPP)
Premium Assistance Program (PAP) Participants
And
Fee-For-Service (FFS) Participants

Date

May 2, 2016

**New Hampshire Department of Health and Human Services
Transportation Management for
New Hampshire Health Protection Plan (NHHPP)
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1 INTRODUCTION

1.1 Purpose and Overview

This Request for Bids is published to solicit bids from vendors for the management of the transportation benefit offered to members of the New Hampshire Health Protection (NHHPP) Premium Assistance Program (PAP) and Fee-For-Service (FFS) on a statewide level.

This benefit offers non-emergent medical transportation to individuals receiving covered services, which include but are not limited to medical appointments, dental appointments and pharmacy pick-ups.

The Department is seeking a vendor to provide the following services/items/functions:

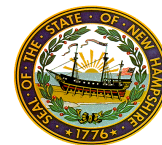
- Provide Premium Assistance Program (PAP) participants with access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
- Provide Medicaid Fee-for Service (FFS) participants eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) with access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
- Provide various modes of transportation for all members, including those members who need special assistance and those members who use durable medical equipment.
- Maintain a call center with access to interpreter services.
- Process requests for mileage reimbursements, as needed.

The New Hampshire Medicaid Program is a cooperative federal-state program established under the Social Security Act in which the federal government offers funding to states that provide healthcare services to eligible individuals who cannot afford to pay their own medical costs. The FFS program consists of Medicaid recipients who are not mandatorily required to enroll in managed care or in a qualified health plan such as certain individuals with veterans' benefits or those who are required to spend assets before becoming Medicaid eligible. FFS also includes individuals who have not yet enrolled in a managed care plan or a qualified health plan, and have 60 days to choose a plan.

The New Hampshire Health Protection Program (NHHPP) is the state authorized program to provide health insurance coverage to adults who are eligible for medical assistance under Section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act.

Qualified Health Plans are commercial individual health insurance products certified for sale on the New Hampshire Marketplace. The Premium Assistance Program is the second phase of the NHHPP, through with the State of New Hampshire purchases

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individual health insurance coverage for eligible adults under Qualified Health Plans (QHP).

The NHHPP population moved to the Premium Assistance Program effective January 1, 2016, and the State must provide wraparound services. The Premium Assistance Program provides an Alternative Benefits Plan (ABP), which includes but is not limited to:

- The 10 essential health benefits (EHBs)
- Limited vision and limited dental care.
- Early periodic screening, diagnosis, and treatment (EPSDT) for 19 and 20 year olds.
- Non-emergent medical transportation.
- In-network Federally Qualified Health Centers.
- Free access to family planning services and providers.

Access to transportation is a wraparound service covered by the Department of Health and Human Services under the NH Medicaid program. Transportation is imperative for individuals enrolled in the NH Health Protection Plan to ensure individuals can get to their non-emergency medical and dental appointments on time, and have return transportation available to them at the end of their appointment.

Access to transportation services for those in FFS is covered by the Department of Health and Human services under the NH Medicaid Program and is imperative for individuals to ensure access to medically necessary medical and dental appointments on time and have return transportation available to them at the end of their appointment.

1.2 Request for Bid Terminology

RFB – Request for Bid

DHHS – Department of Health & Human Services

FFS – Fee-for-Service is part of the Medicaid Program and consists of individuals who are exempt from mandatory enrollment in managed care or in a QHP and individuals who must enroll in managed care or with a QHP within 60 days of eligibility. Those who are exempt from mandatory enrollment include certain individuals receiving Veterans Benefits, and spend down clients. These individuals do not receive the ABP benefits but do receive transportation as part of the Medicaid benefit under NH's Medicaid State Plan.

NHHPP – New Hampshire Health Protection Program is the state authorized program to provide health insurance coverage to adults who are eligible for medical assistance under section 1902 (a)(10)(A)(i)(VIII) of the Social Security Act.

PAP – Premium Assistance Program is the second phase of the New Hampshire Health Protection Program, through which the state of New Hampshire purchases individual

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health insurance coverage for eligible adults under Qualified Health Plans certified for sale on the New Hampshire Marketplace. If a member is eligible at any point during a month, eligibility continues through the last day of the month.

QHP – Qualified Health Plan is a commercial individual health insurance product certified for sale on the New Hampshire Marketplace.

ABP – Alternative Benefit Plan - The benefit plan NHHPP eligible adults must receive, consisting of the 10 Essential Health Benefits as defined by the Affordable Care Act provided through the Qualified Health Plans and the wrap benefits provided by DHHS, consisting of: Non-emergency medical transportation, early periodic screening, diagnosis, and treatment (EPSDT) services for 19 and 20 year olds, limited adult dental and vision care, and Medicaid covered family planning services.

NEMT – Non-Emergent Medical Transportation.

EPSDT - Early periodic screening, diagnosis, and treatment

1.3 Contract Period

Contracted services will begin on January 1, 2017 upon Governor and Executive Council approval through December 31, 2018.

The Department may extend contracted services via contract amendments for up to five years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

1.4 Covered Populations

Approximately 40,000 Premium Assistance Program (PAP) participants and 9,000 additional individuals who remain in Fee For Service status. This combined group includes individuals between the ages of 19 through 65 who are not:

- Pregnant at the time of eligibility determination.
- Entitled to or enrolled in Medicare (Qualified Medicare beneficiaries or Specified low income Medicare beneficiaries)
- Individuals receiving in and out medically needy assistance in accordance with 42 CFR 435.301.
- In any other eligibility group which requires mandatory enrollment into Medicaid Care Management.

2 STATEMENT OF WORK

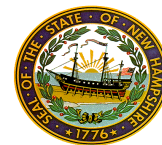
- 2.1 The selected vendor must have the ability to provide transportation services that safely transport NHHPP eligible and FFS individuals who may have vulnerable medical and/or psychological conditions.
- 2.2 Transportation services must be available for non-emergent Medicaid coverable medically necessary appointments, statewide and, at times, to adjacent states.

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- 2.3 The selected vendor must have the capability to accommodate special needs, including but not limited to:
 - 2.3.1 Transporting durable medical equipment (ie: oxygen or a wheelchair), as needed.
 - 2.3.2 Providing car seats for children who are accompanying PAP and FFS participants.
 - 2.3.3 Assisting participants to and from the vehicle, as needed.
- 2.4 The selected vendor must provide transportation to and from non-emergent appointments. Recent data indicates a volume of 18,000 one-way transports a month, of which 25-35 will require wheelchair transportation.
- 2.5 Transportation services must also be available on short notice (less than 24 hours notification) for urgent medically necessary medical appointments or hospital discharges.
- 2.6 The selected vendor is also required to complete reimbursement to members for utilization of their own transportation methods to appointments that qualify for the transportation benefit. The selected vendor will ask members whether available transportation from a family member or friend is an option prior to scheduling a ride with a vendor provider. The selected vendor will ask members if they would like to be reimbursed for driving themselves or for taking a bus or train to the covered appointment.
- 2.7 Provider networks are required to include "traditional" transportation provider agencies and may include "volunteer" drivers who offer their personal vehicle to transport members.
- 2.8 The selected vendor must submit claims for transportation services provided to eligible members to the NH Medicaid Management Information System (MMIS) in the Accredited Standards Committee (ASC) X12 837P claim format in order for tracking of encounter data.
- 2.9 The selected vendor must receive capitation payment information from the MMIS using the ASC X12N 820 Professional for a monthly capitation payment.
- 2.10 In addition to the services/deliverables identified within this RFB, the selected vendor must provide all services specified in Appendix E, Scope of Services.
- 2.11 The selected vendor must reimburse transportation providers for transporting eligible members for each trip, with each trip being from one starting destination to another.
- 2.12 The selected vendor must inquire against the Department's Medicaid Management Information System (MMIS) to verify that members are eligible,

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on the date of service, to receive the service. Electronic inquiries may be submitted online using the MMIS portal or by submitting an ASC X12N 270 compliant Eligibility Inquiry transaction or inquiries can be made through the MMIS automated voice response system.

- 2.13 The selected vendor must be able to receive the ASC X12 834 Benefit Enrollment and Maintenance transaction from the MMIS.
- 2.14 The selected vendor must maintain detailed per member trip history, any administrative costs, and other financial records and must make those records available to support any federal or state audit inquiries.
- 2.15 Vendors responding to this RFB **must provide**:
 - 2.15.1 All items listed in Section 4.12, *Required Attachments*; AND
 - 2.15.2 Response to Questions 1 through 5 in Section 6, *RFB Evaluation Process*.

3 SCHEDULE OF EVENTS

3.1 Timetable

EVENT	DATE
RFB released date	May 2, 2016
Bidder Questions Due	May 6, 2016
Answers to Vendor Questions Posted	May 13, 2016
Bid Due Date	2:00 PM May 27, 2016

3.2 Bidder Questions

- 3.2.1 All questions about this RFB, including but not limited to requests for clarification, additional information or any changes to the RFB must be made in writing, citing the RFP page number and part or subpart, and submitted to the Bid Officer identified in Section 5.1.
- 3.2.2 DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.2.3 DHHS will not acknowledge receipt of questions.
- 3.2.4 The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

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3.2.5 Questions must be received by the deadline given in Section 3.1 Timetable.

3.3 Answers to Bidder Questions

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 3.1 Timetable. Written answers will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). This date may be subject to change at DHHS's discretion.

3.4 Bid Due Date

3.4.1 All bid submissions must be received at the Department of Health and Human Services no later than the date and time specified in Section 3.1, Timetable. Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process. There will be no exceptions to this requirement.

3.4.2 All offers shall remain valid for a period of two hundred forty (240) days from the Bid Due Date. A vendor's disclosure or distribution of proposals other than to the Department of Health and Human Services will be grounds for disqualification. No more than one (1) bid per response should be submitted.

4 TERMS OF SUBMISSION

4.1 Property of the Department

All material received in response to this RFB shall become the property of the Department of Health and Human Services (DHHS and will not be returned to the Vendor). Regardless of the Vendors selected, DHHS reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract has been awarded.

4.2 Addendum

In the event it becomes necessary to add or revise any part of this bid prior to the scheduled Bid Due Date, the Department of Health and Human Services shall post any Addenda on its website. It is a Vendor's responsibility to access the website to ensure no bidding opportunity or addenda are overlooked which may impact this bid (<http://www.dhhs.nh.gov/business/rfp/index.htm>).

4.3 Bid Submittals

Bid submittals must be marked as:

Transportation Services
(RFB) #RFB-2017-OMBP-01-NEMT

4.4 Bid Receipt and Opening

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To preserve the integrity of the bidding process, bids will not be made public at the time of bid opening.

4.5 Award Consideration

4.5.1 The contract award shall be based upon:

4.5.1.1 A Vendor's Bid Scores.

4.5.1.2 The Department's evaluation of Vendor responses to mandatory questions.

4.5.1.3 Compliance with all terms and conditions of this Request for Bid (RFB).

4.5.2 The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.

4.5.3 Any agreement(s) that may result from this RFB shall not be binding on either party until the contract is approved by the NH Governor and Executive Council.

4.6 Notification & Award of Contracts

4.6.1 Department of Health and Human Services shall provide written notification to a Vendor who is awarded a contract relative to this RFB. Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of DHHS.

4.6.2 Results of this procurement will not be given by telephone. Bid results will be made public at the time of bid award, which occurs upon the approval of NH Governor and Executive Council. Bid results may be viewed on line at <http://www.dhhs.nh.gov/business/rfp/index.htm>.

4.7 Contract Negotiations and Unsuccessful Bidder Notice

4.7.1 If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).



4.7.2 In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

4.8 Protest of Intended Award

Any protests of intended award or otherwise related to the RFB, shall be governed by the appropriate State requirements and procedures and the terms of this RFB. In the event that a legal action is brought challenging the RFB and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

4.9 Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

4.10 License, Certificates and Permits as Required

This may include a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State, if the Bidder is a business entity. This also includes required licenses and/or permits to provide services as described in Section 2 of this RFB.

4.11 Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

4.12 Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFB Appendices/Exhibits and submit them as the "Required Attachments" section of the Proposal.

Bidder Information and Declarations will include:

- Exceptions to Terms and Conditions Appendix A
- Bid Transmittal Letter- Appendix C
- Appendix D – Capitation Rate

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NOTE: Appendix B, and E are reference documents ONLY.

DO NOT return Appendix B or Appendix E.

5 INSTRUCTIONS

5.1 Bid Submission, Deadline, and Location Instructions

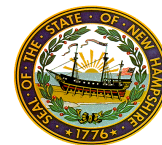
Bids submitted in response to this RFB must be received by the Bid Officer listed below via email or hardcopy according to the schedule listed in Section 5.1 Timetable.

Bid Officer Contact information

Department of Health & Human Services
Eric D. Borrin, Director
Contracts and Procurements Unit
129 Pleasant Street, Concord, NH.
Phone: (603) 271-9558
Email: Eric.Borrin@dhhs.state.nh.us

5.2 Bid Submission Format

- 5.2.1 Vendors are permitted to submit only one (1) Bid in response to this RFB. All Bids submitted in response to this RFB must consist of:
 - 5.2.1.1 One (1) original and four (4) clearly identified copies of the Bid, including all required attachments,
 - 5.2.1.2 One (1) original copy of Appendix C, State of New Hampshire Bid Transmittal Letter signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
 - 5.2.1.3 One (1) electronic copy on CD ROM in Microsoft WORD format
 - 5.2.1.4 Bids shall contain the following sections in sequence:
 - 5.2.1.4.1 Table of Contents
 - 5.2.1.4.2 References
 - 5.2.1.4.3 Description of Experience
 - 5.2.1.4.4 Current Resumes and License
 - 5.2.1.4.5 Appendices: Any supporting documentation the Vendor deems necessary to clarify the Bid
- 5.2.2 The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Bid other than to the State will be grounds for disqualification.



6 RFB EVALUATION PROCESS

6.1 Bid Scoring

6.1.1 The award will be made to the Vendor submitting the highest scoring, qualified bid that meets the specifications of the RFB. Scoring will be based on:

6.1.1.1 Cost for brokerage administration of the program including administrative and transportation costs per member per month (PMPM).

6.1.1.2 One-time start-up costs for which the Department will be responsible.

6.1.1.3 Budget narrative for start-up costs.

6.1.1.4 Experience.

6.1.1.5 Capacity.

6.1.1.6 Plan and Demonstrated Ability to establish a provider network capable of providing services as of January 1, 2017.

6.1.2 If the State determines to make an award, the State will issue an Intent to Award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

6.1.3 The State will use a scoring scale of one thousand four hundred (1400) points, which will be applied to the Bid as a whole. Points will be distributed among the following factors:

600 points	Bidder's Brokerage Cost PMPM
200 points	Bidder's One-time Startup costs
200 points	Bidder's budget narrative for One-time start-up costs
100 points	Bidder Experience
100 points	Bidder Capacity
200 points	Bidder Plan and Demonstrated Ability
<hr/>	
1400 points	Total Possible Score

6.2 Scoring Detail

6.2.1 **Scoring the Bid Price** – The total Bid Price Score shall be equal to the sum total of Sections 6.2.1.1 through 6.2.1.3, which shall be calculated as follows:

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6.2.1.1 Bidder's Brokerage Cost PMPM - Vendor proposed Bid Price will be allocated a maximum score of 600 points. The price information required in the proposed Bids is intended to provide a sound basis for comparing price. The Vendor shall provide a **fully burdened brokerage price for services outlined in the RFB in the transmittal Bid Transmittal Letter, Appendix C.**

6.2.1.1.1 The following formula will be used to assign points for Bid Price:

$$= \text{Maximum Points } 600 * (\text{Lowest Cost Bid} / \text{Vendor Cost Bid})$$

6.2.1.1.2 For the purpose of this formula, the lowest proposed cost bid is defined as the lowest price proposed by a Vendor whose bid package satisfies the RFB requirements.

6.2.1.2 Bidder's One-Time Startup Costs - Vendor proposed cost of One-Time Startup Costs (Development/Infrastructure/Data management) will be allocated a maximum score of 200 points. The price information required in the proposed Bids is intended to provide a sound basis for comparing costs between vendors. **The Vendor shall provide a fully burdened cost for all one-time Start up/Infrastructure/Data management costs associated with provision of services for which the Department will be responsible. Bidder's One-Time Startup Cost must be included in the Bid Transmittal Letter, Appendix C.**

6.2.1.2.1 The following formula will be used to assign points for Bid Price:

$$= \text{Maximum Points } 200 * (\text{Lowest Cost Bid} / \text{Vendor Cost Bid})$$

6.2.1.2.2 For the purpose of this formula, the lowest proposed cost bid (Startup/Infrastructure/Data management) is defined as the lowest price proposed by a Vendor whose bid package satisfies the RFB requirements.



- 6.2.1.3 **Bidder's One-Time Startup Costs Budget Narrative** – Vendor's narrative description of all elements of the one-time startup costs identified in Appendix C, Transmittal Letter, will be allocated a maximum score of 200 points. The narrative description is required to show the vendor has identified with clarity all elements related to building a fully operational service delivery model and has command/knowledge of same related to build price and time constraints. **The Vendor shall provide a Startup Budget Narrative that outlines the above and matches the Startup Bid provided in Appendix C, Transmittal Letter.**
- 6.2.2 **Scoring of Bidder Experience** - Bidder's experience will be allocated a maximum score of 100 points. The Bidder must establish experience as a transportation manager with at least one non-governmental agency. To receive a maximum score the Bidder must demonstrate experience in providing services similar to the services requested in this RFB. The Bidder must provide three references for past performance.
- 6.2.2.1 **Question 1 of 5 – Provide three (3) references of individuals or companies for whom you have provided similar services. For each reference, the Bidder must provide:**
- Name of Company/Establishment
 - Dates of Performance
 - Customer Point of Contact (Name, Title, Phone Number and E-Mail Address)
 - Briefly describe how your work was similar to the services requested in this RFB.
- 6.2.3 **Scoring Bidder Capacity** - Bidder's capacity will be allocated a maximum score of 100 points. The Bidder must demonstrate the capacity and ability to perform all services requested in this RFB.
- 6.2.3.1 **Question 2 of 5 – Describe your capacity and ability to perform the entire scope of work outlined in this RFB.**
- 6.2.4 **Scoring of Bidder Plan and Demonstrated Ability** - Bidder's detailed plan and time-line for ensuring operational readiness will be allocated a maximum score of 200 points. Bidder must provide a detailed plan and time-line for ensuring all services requested in this RFB.



- 6.2.4.1 **Question 3 of 5 – Provide a detailed plan and time-line for ensuring all services requested in this RFP are operational by January 1, 2017.**
- 6.2.4.2 **Question 4 of 5 - Identify all critical requirements necessary for ensuring operational readiness are achieved by January 1, 2017.**
- 6.2.4.3 **Question 5 of 5 - Provide alternative solutions/workarounds for all items identified in Question 4, above, that can be in place as short-term fixes until all critical requirements are in place.**

7 MANDATORY BUSINESS SPECIFICATIONS

7.1 Contract Terms, Conditions and Penalties, Forms

- 7.1.1 The State of New Hampshire sample contract is attached; bidder to agree to minimum requirements as set forth in the Appendix B. Appendix B is provided as a reference ONLY. Bidders should not complete or return Appendix B.
- 7.1.2 The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.
- 7.1.3 Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 7.1.4 The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

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- 7.1.5 The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8 ADDITIONAL INFORMATION

- 8.1 **Appendix A - Exceptions to Terms and Conditions**
- 8.2 **Appendix B – Contract minimum requirements**
- 8.3 **Appendix C - Bid Transmittal Letter**
- 8.4 **Appendix D – Capitation Rates**
- 8.5 **Appendix E - Scope of Services**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFB SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Appendix B

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Appendix C – Bid Transmittal Letter



Date: _____ Vendor Name: _____

Address: _____

To: Eric D. Borrin, Director
Contracts and Procurement
129 Pleasant St.
Concord, NH 03301
(603) 271-9558
Email: Eric.Borrin@dhhs.state.nh.us

RE: RFB Invitation Name: Transportation Management Services
RFB Number: RFB-2017-OMBP-01-Trans
RFB Due Date and Time: May 27, 2016 2:00 PM EST

Dear Mr. Borrin:

_____, on behalf of _____ [insert name of entity submitting Bid] (collectively referred to as "Contractor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response RFB-2017-OMBP-01-Trans for Transportation Management Services at the price(s) Bid herein in complete accordance with the Bid.

_____ is authorized to legally obligate _____.
Print Signor Name Print Company Name

Contractor attests to the fact that:

1. The Contractor has Reviewed and agreed to be bound by the Bid.
2. The Contractor has not altered any of the language or other provisions contained in the RFB document.
3. The Bid is effective for a period of 240 days from the Bid submission deadline of May 27, 2016.
4. The prices Contractor has Bid in the Bid were established without collusion with other Contractors.
5. The Contractor has read and fully understands this RFB.

Appendix C – Bid Transmittal Letter



#1 - BIDDER'S BROKERAGE COST PER MEMBER / PER MONTH

(Fully burdened brokerage price for services)

Per member /per month \$ _____

#2 - BIDDER'S ONE-TIME STARTUP COSTS

(All inclusive one-time startup/infrastructure/
data management costs associated with the provision of services)

Total Startup Costs \$ _____

Contractor's official point of contact is:

Telephone: _____ Email: _____

Fax: _____ Mailing Address: _____

City, State, Zip: _____

Authorized Signor's Name Printed

Authorized Signor's Signature

COUNTY: _____ STATE: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the ____ day of _____, 2015, there appeared before me, the State and county
foresaid a person who satisfactorily identified _____
and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires:

_____ (Date)

**New Hampshire Department of Health and Human Services
Transportation Management for New Hampshire Health Protection Plan
(NHHPP) Premium Assistance Program (PAP) Participants
Fee For Service (FFS) Participants**



Appendix D – Capitation Rate

The successful Bidder will bid a “per member / per month” amount, based on the SFY 2016 eligible Premium Assistance and Fee For Service members not eligible for managed care or Premium Assistance.

	Year 1 1/1/2017 –12/31/17	Year 2 1/1/18 – 12/31/18	Optional Year 1/1/19 – 12/31/19	Optional Year 1/1/20 – 12/31/19
Eligible Members SFY 2016	PAP members 40,000 FFS members 9,000	PAP members 40,000 FFS members 9,000	PAP members 40,000 FFS members 9,000	PAP members 40,000 FFS members 9,000
Per member per month rates	\$ _____	\$ _____	\$ _____	\$ _____
Annualize	12	12	12	12
Operations Grand total	\$ _____	\$ _____	\$ _____	\$ _____

Final rates will be determined as part of contract negotiations, any best and final offer process, and the DHHS actuary’s soundness certification. For subsequent years of the contract actuarially sound per member, per month capitated rates will be calculated and certified by the DHHS actuary.

When developing proposed rates for each service, bidders should also consider the information presented below.

1. Capitation payment settlements

- a. Capitation payment settlements will be made:
 - i. Settlements will be made at three month intervals.
 - ii. DHHS will recover capitation payments made for deceased members, or members who were later determined to be ineligible for New Hampshire Medicaid.
 - iii. Capitation payments for members.

2. Schedule of Capitation Payments

- a. DHHS will make a monthly retrospective payment. The Capitation rate will be determined as of the fifteenth (15th) day of the capitation month for the previous month and does not change during the entire month regardless of member changes.

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**New Hampshire Department of Health and Human Services
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SCOPE OF SERVICES

1. Provisions Applicable to All Services

- 1.1. For the purposes of this contract, all references to days shall be calendar days, unless otherwise noted.
- 1.2. The Contractor shall submit detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall confirm client eligibility for non-emergent transportation services through the Department's Medicaid Management Information System (MMIS).
- 1.4. The Contractor shall:
 - 1.4.1. Ensure Premium Assistance Program (PAP) participants have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.4.2. Ensure Medicaid Fee-for-Service (FFS) participants eligible for standard Medicaid or the Medicaid Alternative Benefit Plan (ABP) have access to transportation in order to attend non-emergent medical and dental appointments as well as to pick up prescriptions.
 - 1.4.3. Ensure various modes of transportation, including adult medical day, are available for all members, including those members who need special assistance and those members who use durable medical equipment.
 - 1.4.4. Process requests for mileage reimbursements, as needed.
- 1.5. Contractor shall maintain a NH specific call center with access to interpreter services, and accommodations for speech and hearing-impaired clients at no additional cost to individuals.
- 1.6. For the purposes of this contract, Vendor Providers include individuals and/or vendors who provide direct transportation services to eligible clients.
- 1.7. The Contractor shall:
 - 1.7.1. Coordinate all transportation services by maintaining a network of transportation vendor providers. (The Contractor itself is not the provider of transportation.)
 - 1.7.2. Ensure that the transportation shall be the nearest, available medical or dental provider of the necessary services via the shortest most economical route;

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- 1.7.3. Ensure that transportation outside of N.H., M.A., M.E., V.T. require prior authorization by the Department; and
- 1.7.4. Ensure that the transportation being provided is not otherwise available to the member free of charge.
- 1.8. The Contractor shall ensure transportation services must be available to and from non-emergent medically necessary Medicaid covered appointments, statewide and, at times, to adjacent states. Contractor shall ask members whether they have available transportation from a family member or friend (friends/family). Contractor shall ask members if they would like to be reimbursed for driving themselves if the member has available transportation or whether the member would like to be reimbursed for taking public transportation to the covered appointment. Contractor shall reimburse members who drive themselves per mile and shall also reimburse for parking fees, and tolls. Contractor shall reimburse members for transportation related services such as meals and lodging.
- 1.9. The Contractor shall have the capability to accommodate special needs for those who are physically or otherwise disabled such as but not limited to providing special assistance for those members who use durable medical equipment.
- 1.10. That Contractor may require 48 hour notice for non-urgent transportation requests except for transportation requests to methadone clinic services, reimbursement for a member driving him/herself, trips involving bus or rail service or requests that involve friends/family.
- 1.11. Contractor shall ensure transportation services are available on short notice (less than 24 hours notification) for urgent medically necessary medical appointments or hospital discharges.

2. Contactor Obligations

- 2.1. Relationship with Vendor Providers. Contractor shall maintain written Vendor Provider subcontracts with each of its Vendor Providers requiring the Vendor Providers to comply with the terms and conditions of this contract. The form of Contractor's standard Vendor Provider subcontract and any material amendments thereto must comply with applicable law and, upon the Department's request, must be approved in advance by the Department. Upon request, Contractor shall make available to the Department and to any applicable regulatory authority a copy of each of its Vendor Provider subcontracts with Vendor Providers.
- 2.2. List of Vendor Providers. Contractor shall maintain and provide to the Department upon request and on a monthly basis. The Department expressly reserves the right to reject, suspend or terminate the participation of any

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Vendor Provider in the provision of non-emergent transportation services as contemplated under this Agreement.

- 2.3. Provision of Covered Services. Contractor, through Vendor Provider subcontracts with Vendor Providers, shall provide, or arrange for the provision of, those non-emergent transportation services described in this Agreement. Each Vendor Provider shall provide all Covered Services in accordance with all legal requirements and recognized industry standards. In providing such services, Vendor Providers shall ensure that Covered Services are provided within the time frames specified in this Agreement.
- 2.4. Operational Standards Criteria. Contractor represents and warrants that Contractor and Vendor Providers shall at all times during this Agreement meet and maintain the Department's operational standards criteria as described in this Agreement, as may be revised from time to time by the Department. Vendor Providers shall not provide Covered Services to Covered Persons unless and until Vendor Providers have completed the Department's operational standards process as described in this Agreement, or, if operational standards are delegated to Vendor pursuant to the Delegated Services Agreement, unless and until Vendor Providers have completed Vendor's operational standards process. Contractor shall supply such information within three (3) business days, as defined in Department's operational standards policies, to the Department as the Department reasonably requests in order to verify initial and continued compliance with this Section. Contractor agrees to provide the Department notice of any additions or deletions to this list on a monthly basis.
- 2.5. Determination of Covered Person Eligibility. Contractor shall determine whether a person seeking Covered Services is a Covered Person and shall determine whether the requested service is to a Medicaid covered appointment. If the Department determines that such person was not eligible for coverage at the time the services were rendered or the medical/dental visit was not Medicaid coverable, such services shall not be eligible for payment under this Agreement, and Vendor Provider may bill the affected person directly for such services at the applicable rates.
- 2.6. Service Protocols. Contractor shall provide policies and procedures detailing service requirements applicable to this Agreement 30 calendar days prior to service start or with the applicable modifications to service provisions.
- 2.7. Compliance with Policies. Contractor shall, and shall cause Vendor Providers through its provider agreements to, comply and cooperate with all applicable Department policies, procedures, rules, and regulations. Additionally, Contractor shall require Vendor Providers to certify and attest to their compliance with all applicable policies, procedures, rules, and regulations.

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Such policies and procedures are subject to modification by the Department at its discretion, provided that the Department provides Contractor with thirty (30) days prior written notice of material modifications to these policies and procedures.

- 2.8. Performance Standards. Contractor shall, and shall cause Vendor Providers to participate in and cooperate with any performance standards outlined in this Agreement.
- 2.9. Contractor Call Center. The Contractor shall operate a NH specific call center Monday through Friday, except for state approved holidays. The call center shall be accessible through a statewide toll-free number. The call center shall be staffed with personnel who are knowledgeable about the NHHPP PAP and FFS to answer member inquiries.
 - 2.9.1. Contractor shall ensure that after regular business hours the member call center is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to obtain emergency medical transportation.
 - 2.9.2. Contractor shall ensure that after-hours calls are returned within an hour of the member's call and if the request is urgent, that the transportation is scheduled within two hours of the member's request. Non-urgent requests shall be returned on the next business day.
 - 2.9.3. At a minimum, excluding weather emergency declarations by the State of New Hampshire, the call center shall be operational:
 - 2.9.3.1. Monday thru Friday : 8:00 am EST to 6:00 pm EST; and
 - 2.9.3.2. During major program transitions, additional hours and capacity shall be accommodated by the Contractor, subject to mutual agreement in accordance with Paragraph 18 of Form P-37 of this Contract.
 - 2.9.4. The Contractor shall develop a means of coordinating its call center with the DHHS Customer Service Center.
 - 2.9.5. The Contractor shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative. Should the Contractor establish capacity to provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred, those reports shall be provided at the end of the first month of established functionality.
 - 2.9.6. The Contractor shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday and at all hours on weekends and

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holidays, which shall be capable of accepting, recording and providing instructions to incoming callers.

- 2.9.7. The Contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. The plan shall include the capacity to roll calls over by shifting resources to accommodate within one hour of the increase in call volume.
- 2.9.8. The Contractor shall ensure call center staff verify each caller's identity using at least two points of verification through the MMIS system.
- 2.9.9. The Contractor shall develop telephone scripts, as approved by the Department, which shall be used by call center staff.
- 2.9.10. The Contractor shall ensure the telephone system used to provide services meets or exceeds the following requirements:
 - 2.9.10.1. Capability of transferring calls to the Department's Voice Over Internet Protocol (VOIP) system.
 - 2.9.10.2. Capability of accepting inbound and placing outbound calls.
 - 2.9.10.3. Ability to transfer calls received that have unique circumstances or situations that will need to be transferred to the Department.
 - 2.9.10.4. Ability to route calls to specific queues, such as an automatic call distribution system. The system used during regular business hours shall:
 - 2.9.10.5. Provide information about the Department's website.
 - 2.9.10.6. Ability to track call statistics necessary to provide reports specific to this contract.
- 2.9.11. The Contractor shall permit the Department to monitor live calls while on-site at the call center. The Contractor shall make available the same business day digital files of calls received, when requested by the Department.
- 2.10. Grievance and Appeal Procedures. Contractor shall, and shall cause Vendor Providers to:
 - 2.10.1. Cooperate with the Departments Covered Person grievance and appeal procedures.
 - 2.10.2. Report to the Department all communications from and with Covered Persons relating to Covered Person benefit determinations, complaints, grievances, appeals.

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- 2.10.3. Resolve all, member grievances, within thirty (30) calendar days from the date the grievance was received.
- 2.10.4. Inform Covered Persons regarding the State Fair hearing process for adverse determinations or denials of requested services, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with this Agreement and N.H. Administrative Rule He-C 200. If a member does not agree with the Contractor's denial, the member may file a request for a State fair hearing within thirty (30) days of the date on the Contractor's notice of resolution of the appeal or final adverse determination letter.
- 2.10.5. Provide to the Department all supporting documentation and records relating to the denial and the request for a state fair hearing appeal within three (3) calendar days from the date the appeal was received by the Department.
- 2.10.6. Provide all necessary support to DHHS for the duration of the appeal at no additional cost. The Office of the Attorney General or designee shall represent the State on an appeal from a fair hearing decision by a member.
- 2.11. Non-Solicitation. During the term of this Agreement, or any renewal thereof, and for a period of six (6) months from the date of termination, Contractor shall not, and shall ensure that Vendor Providers do not:
 - 2.11.1. Advise, counsel or solicit any Covered Persons to end enrollment with a Plan, and will not solicit any Covered Persons to become enrolled with any other Plan, or other hospitalization or medical payment plan or insurance policy, for any reason.
 - 2.11.2. Interfere in any manner with Department's contractual relationships including but not limited to those with other transportation or health care providers.
- 2.12. Network Adequacy. Contractor shall ensure a sufficient number of vehicles in-network, in accordance with the needs of Covered Persons and the standards identified within this Agreement, as may be amended from time to time. The composition of the types of vehicles in-network must be reflective of the needs of Covered Persons.
 - 2.12.1. Contractor must demonstrate network adequacy to the Department sixty (60) days prior to Service Start, and quarterly or upon request thereafter in accordance with this Agreement. If at any time the Department identifies inadequacy in the network through any performance related deficiencies as outlined in this Agreement or otherwise identifies that there is a need for additional network

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capacity, the Department shall have the right to require Contractor to increase network capacity.

- 2.12.2. Contractor shall provide a plan for increasing network capacity within fifteen (15) calendar days of the Department identifying network inadequacy for Department approval. Once approved, Contractor shall execute said network capacity plan as expeditiously as possible.
- 2.13. New or Modified Product Attachments. Vendor acknowledges that the Department may present to Contractor new or modified Product Attachments in the future. Such new or modified Product Attachments shall become a binding part of this Agreement unless Contractor informs the Department in writing within thirty (30) calendar days of receiving the applicable Product Attachment that it will not participate in the new or modified Product(s) described in the Product Attachment.
- 2.14. Contractor Provider Listings. Contractor agrees that the Department may use Contractor's and any Vendor Provider's name in marketing, advertisement, and Covered Person information materials, including provider and related directories. Vendor Providers may list the Department as among the organizations for which they provide Covered Services, but shall not otherwise use the Department's name without the Department's written consent. Contractor may permit Vendor Providers to display signs identifying the Department within Vendor Providers' vehicles, provided such signage has been approved or provided by the Department.
- 2.15. Compliance with Laws. Contractor shall, and shall contractually require Vendor Providers to, carry out all obligations under this Agreement and to provide Covered Services in a manner prescribed under applicable federal and State laws, regulations, administrative rules, and codes, as well as the Department's applicable policies and procedures. This Agreement shall be subject to the applicable material terms of the Agreement, as may be amended from time to time.
- 2.16. Covered Person Communication. Contractor shall not, and shall ensure that Vendor Providers do not, direct marketing efforts at any Covered Person. Contractor shall, and shall require Vendor Providers to conduct all communications with Covered Persons in a respectful manner.
- 2.17. Contractor Provider Outreach. Contractor shall have at least annual town hall meetings with Vendor Providers to discuss and resolve outstanding issues, conduct training, or any other reasonable purpose. In addition, maintain a dedicated toll free line for transportation providers to call with any inquiries, complaints, training needs, etc.

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- 2.18. Information Systems. Contractor shall maintain such information data systems necessary to provide data as required by this Agreement. Contractor shall be responsible for the costs and expenses it incurs in relation to the establishment and maintenance of such systems.
- 2.19. Department Exclusive Vendor Providers. Contractor shall accommodate Department requests to maintain exclusive Vendor Provider relationships (not in the Vendor network) for the exclusive use of Covered Person.
- 2.20. Overpayments: Contractor shall promptly, but no later than within fifteen (15) business days after receiving notice from the State, or on self-discovery by the Vendor, return to the State the full amount of any overpayment or erroneous payment made by the State,

3. Contractor/Department Engagement

- 3.1. Dedicated Resources. Contractor shall allocate certain customer service representatives, provider relations representatives, quality assurance technicians, accounting technicians and others necessary to facilitate the transportation process. Contractor shall also allocate a dedicated resource to act as a project manager for the Department.
- 3.2. Communication. Contractor's dedicated resource to the Department shall have, at a minimum, one touch point call per week. As appropriate, Contractor shall engage additional resources within their organization to participate in the weekly call. The Department, in its sole discretion, may elect to change the frequency and duration of said meetings with reasonable notice to Contractor. Contractor shall produce a detailed communications plan (Local Operations Communications Plan) to supplement the local presence as required by this Agreement. The communications plan is due within (14) fourteen calendar days of the executed agreement, and shall require Department approval prior to implementation.
- 3.3. Geographic Training. Contractor shall ensure that all staff that will be assigned to or have an opportunity to provide services to the Department shall have a comprehensive understanding of New Hampshire's geography.
- 3.4. Local Operations Support. Contractor shall support Department local operations as follows:
 - 3.4.1. The Contractor shall assign a staff member to support the Department's office locally. The Department and Contractor shall mutually agree on the skillset and experience required of the local presence staff member. The Department shall have the right to approve the designated staff member prior to placement. The Department, in its sole discretion, reserves the right to reduce the

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- required presence of the assigned Contractor staff member during the course of this agreement.
- 3.4.2. Contractor shall be required to implement a communications plan, as approved by the Department, to support the effective communications to Vendor Providers and local operations.
- 3.4.3. Contractor shall prepare a training program for Department designated staff persons, to occur prior to the service start date, containing information as mutually agreed upon by both parties.
- 3.5. Staffing Ratio. Contractor shall maintain staffing ratios sufficient to meet or exceed the service expectations and obligations of this Agreement. Contractor shall provide the Department with an initial staffing ratio within thirty (30) days of execution of this Agreement for Department approval. Contractor staffing ratios shall be provided by Contractor to the Department on a quarterly basis. In the event of an anticipated change in service, such as an additional Product Attachment, the Department shall provide Contractor with advanced notice in accordance with this Agreement. Contractor shall provide the Department with revised staffing ratios to account for any anticipated change in service within thirty (30) calendar days of notification. The Department and Contractor agree to confer in good faith regarding dedicated Vendor staffing with respect to the services outlined in this Agreement.
- 3.6. Agreement Closeout.
- 3.6.1. During the closeout period, the Contractor shall work cooperatively with and supply program information to, any subsequent contractor and DHHS.
- 3.6.2. The Contractor shall continue to submit the information and records required under this Agreement within the time frames required.
- 3.6.3. Effective fourteen (14) calendar days prior to the last day of the closeout period, the Contractor shall work cooperatively with the new Contractor to process service authorization requests received. Disputes between the Contractor and the new contractor regarding service authorizations shall be resolved by DHHS.
- 3.6.4. The Contractor shall be financially responsible for all other approved services when the service is provided on or before the last day of the closeout period.
- 3.7. Compliance with rules to ensure Federal financial participation. Contractor shall ensure compliance with 42 CFR 440.170(a)(4)(ii) paragraphs (A) through (E). Federal financial participation is available at the medical assistance rate for the cost of a written brokerage contract that:

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- 3.7.1. 42 CFR 440.170(a)(4)(ii)(A) Except as provided in paragraph (a)(4)(ii)(B) of this section, prohibits the broker (including contractors, owners, investors, Boards of Directors, corporate officers, and employees) from providing non-emergency medical transportation services or making a referral or subcontracting to a transportation service provider if:
- 3.7.1.1. 42 CFR 440.170(a)(4)(ii)(A)(1) The broker has a financial relationship with the transportation provider as defined at § 411.354(a) of this chapter with "transportation broker" substituted for "physician" and "non-emergency transportation" substituted for "DHS"; or
- 3.7.1.2. 42 CFR 440.170(a)(4)(ii)(A)(2) The broker has an immediate family member, as defined at § 411.351 of this chapter, that has a direct or indirect financial relationship with the transportation provider, with the term "transportation broker" substituted for "physician."
- 3.7.2. 42 CFR 440.170(a)(4)(ii)(D) In referring or subcontracting for non-emergency medical transportation with transportation providers, a broker may not withhold necessary non-emergency medical transportation from a Medicaid beneficiary or provide non-emergency medical transportation that is not the most appropriate and a cost-effective means of transportation for that beneficiary for the purpose of financial gain, or for any other purpose.
- 3.7.3. 42 CFR 440.170(a)(4)(ii)(E) The non-Federal share of all Medicaid payments under the transportation brokerage program must be in compliance with applicable Federal requirements in sections 1902(a)(2) and 1903(w) of the Act, and applicable Federal regulations set forth at § 433.50 through § 433.74 of this chapter.

4. Technology Requirements

- 4.1. Mapping Systems. Mapping/distance software used to calculate trip mileage for reimbursement and related purposes must be updated on a monthly basis to ensure accurate geographic code distribution.
- 4.2. Reporting Systems. Contractor shall maintain the technology necessary to support the production of reports including, but not limited to: assigned trips; completed trips; member no-shows; provider no-shows; rejected trips; and cancelled trips, and costs for trips.
- 4.3. Online Functionality. Vendor shall implement online system for submitting claims and mileage Contractor information.

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New Hampshire Department of Health and Human Services Transportation Management for New Hampshire Health Protection Program (NHHPP) Premium Assistance Program (PAP) and Fee For Service Participants

- 4.4. Electronic Data Interchange (EDI) transaction processing and interfacing with the NH MMIS for member eligibility verification: Vendors shall verify member NHHPP eligibility for the date of service either by submitting an ASC X12N 270 eligibility inquiry transaction and receiving the 271 eligibility inquiry response, submitting an online eligibility verification request, or calling the automated voice response system. Failure to confirm eligibility for the date of service will result in claims not being paid if the member is determined during claims processing not to be eligible.
- 4.5. Electronic Data Interchange Member Enrollment Processing – Contractor shall receive and process member benefit plan enrollment data from the MMIS in the form of an ASC 834 Benefit Enrollment transaction if the vendor chooses to receive member enrollment data.
- 4.6. Electronic Data Interchange Claims Processing – will receive capitation payment information from MMIS using the ASC X12N 820 Professional transaction or other supplemental payment reports.
- 4.7. Electronic Data Interchange Encounter Data– Contractor will submit encounter data at least weekly to the MMIS using the ASC X12 837 Professional transaction standard.

5. Vendor Provider Requirements

- 5.1. The Contractor shall ensure all Vendor Providers are compliant with the following requirements, which shall be included as minimum requirements in all Vendor Providers subcontracts. Requirements include, but are not limited to:
 - 5.1.1. Confidentiality. Vendor Providers shall treat every aspect of Covered Services as confidential, including the fact of Department eligibility and/or enrollment and any or all information pertaining to a Covered Person's physical or mental health status or condition. Each Vendor Providers shall execute a valid HIPAA subcontractor agreement with Vendor pursuant to the terms of Vendor's Business Associate Agreement with the Department.
 - 5.1.2. Hold Harmless. Vendor Providers shall accept the amounts paid by Vendor for Covered Services furnished to Covered Persons as payment in full and in no event, including but not limited to nonpayment by Payor or Vendor, Payor's or Vendor's insolvency, or breach of Vendor's agreement with the Vendor Provider, shall the Vendor Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a Covered Person, the Department, the Payor (if the Payor has made payments in accordance with this Agreement) or

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parties other than Vendor for Covered Services provided to Covered Persons in accordance with this Agreement.

5.1.3. Legal Compliance.

5.1.3.1. Compliance, Licensure and Certifications. Vendor Providers and, as applicable, any drivers employed or contracted by Vendor Providers, shall comply with all applicable local, state, and federal laws and regulations, and shall hold in good standing any and all licenses and certifications required under such laws and regulations for the provision of Covered Services.

5.1.3.2. Safety and Comfort Standards. Vendor Providers shall comply with all applicable local, state, and federal transportation safety standards, Department policies and procedures and applicable industry and accreditation standards relating to passenger safety and comfort, including but not limited to:

5.1.3.2.1. Requirements relating to the maintenance of vehicles and equipment.

5.1.3.2.2. Passenger and wheelchair accessibility.

5.1.3.2.3. Availability and functioning of seat belts.

5.1.4. Insurance. Throughout the term of the subcontract with Vendor, and for so long as Vendor Provider is providing Covered Services in accordance with this Agreement, Vendor Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Vendor Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Covered Services to Covered Persons as contemplated in this Agreement.

5.1.4.1. For commercial vendor providers ("Vendor Providers"), such insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more person for any one accident, including

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coverage for all owned, hired, or non-owned vehicles, as applicable.

5.1.4.2. Such insurance coverage shall list the Contractor and the Department as additional insureds, and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in New Hampshire, containing a thirty (30) day notice of cancellation endorsement.

5.1.4.3. Vendor Providers shall forward copies of such certificates of insurance to the Vendor prior to commencement of Covered Services, and shall issue to the Contractor and the Department, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage.

5.1.4.4. Vendor Providers shall provide the Contractor with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.

5.1.5. Performance Commitments.

5.1.5.1. Contractor No-Show Limits. No-shows are defined as instances where a Covered Person has requested transportation but where the transportation request is not fulfilled by the Contractor through no fault of the Covered Person. The Contractor shall have a zero tolerance policy for no-shows. Upon a report of no-show, Contractor shall:

5.1.5.1.1. Arrange for alternative transportation, if practicable.

5.1.5.1.2. Complete an investigation into the root cause of the no-show, with findings reported to the Department within ten (10) business days.

5.1.5.1.3. Develop a plan to ensure sustainable performance of transportation for affected Covered Persons.

5.1.5.2. Vendor Corrective Action Plans.

5.1.5.2.1. If there are greater than two (2) Vendor Provider no shows within a thirty (30) calendar day time period for a unique, individual Covered Person, the Contractor shall immediately take steps to

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resolve identified risks with Vendor Provider, including but not limited to, investigation of no-show circumstances.

- 5.1.5.2.2. If there are four (4) Vendor Provider no-shows within a thirty (30) calendar day time period affecting one or more Covered Person(s), Contractor shall implement a Vendor Corrective Action Plan (CAP) for Vendor Provider.

5.1.5.3. Vendor Provider No-Show Responsibility. The Contractor shall be responsible for facilitating the subsequent rescheduling of transportation following a Vendor Provider no-show, Vendor Provider cancellation less than twenty-four (24) hours in advance or Vendor failure to identify a Vendor Provider for a trip. The Contractor shall be responsible for any fees or costs incurred by the Department or Covered Person as a result of the no-show or late cancellation. Any such fees shall be deducted from Contractor's compensation as outlined Section 7, Performance Measures and Penalties.

5.1.5.4. Vendor refueling. Vendor providers shall not be permitted to refuel vehicles while the vendor provider is transporting a member.

5.1.5.5. Outbound Calls and Member Confirmation. The Contractor shall confirm transportation with Covered Person, upon a Covered Person's request. The Contractor shall call the member at least twenty-four (24) hours or within a time period as specified by the Covered Person, in advance of the scheduled transportation time. All outbound calls to members shall be in accordance with applicable Federal regulations and State laws, including but not limited to Telephone Communication Protection Act (TCPA) 47 USC 227.

5.1.5.6. Trip Assignment. The Contractor shall ensure trips are scheduled within or before the required advance notice period, as mutually defined by the parties, are assigned to a Vendor Provider. If no Vendor Provider is found, the Vendor shall:

- 5.1.5.6.1. Communicate such to the Covered Person at least twenty-four (24) hours before the trip before 5pm; before the scheduled trip time.

- 5.1.5.6.2. Facilitate subsequent transportation arrangements.

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- 5.1.5.7. Availability of Durable Medical Equipment (DME). Wherever possible, Contractor shall arrange for Vendor Providers with capabilities to provide DME to Covered Persons during transportation when such request is made in scheduling transportation. DME shall include, but not be limited to, wheelchairs and oxygen.
- 5.1.5.8. Claims Processing. The Contractor must process one ninety-five percent (95%) of all Vendor Provider clean claims and member or friends/family mileage reimbursement requests within thirty (30) calendar days from date of clean claim receipt, and one hundred percent (100%) of the claims within sixty (60) days. Contractor shall not process non clean claims.
- 5.1.5.9. Call Recordings. The Contractor shall produce call recordings requested by the Department within one (1) business day of request.
- 5.1.5.10. Vendor Provider Monitoring. The Contractor shall submit to the Department for approval a plan for a Vendor Performance report card including standards and quantitative metrics.
 - 5.1.5.10.1. Vendor Providers receiving a score of less than ninety five percent (95%) for successive monitoring periods shall be put on a Corrective Action Plans.
 - 5.1.5.10.2. The terms of the CAP shall be made available to the Department. In its sole discretion, the Department may request termination of a Vendor Provider for failure to successfully perform under a CAP.
- 5.1.6. Vehicle Standards and Safety Inspections. The Contractor shall monitor Vendor Providers to ensure compliance with the vehicle and safety standards outlined in this section.
 - 5.1.6.1. Condition of Vehicle and Safety Equipment. Vehicles used in the provision of Covered Services ("Vehicles"), shall be properly maintained for the Covered Persons' comfort and safety. Such maintenance includes, but is not limited to, ensuring the following:
 - 5.1.6.1.1. Interior of Vehicles must be clean and well-maintained.
 - 5.1.6.1.2. Availability of an appropriate and adequate seating for secure and safe transport for each

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- Covered Person and escort, child or personal care attendant, and persons with disabilities.
- 5.1.6.1.3. Strict adherence to prohibition of smoking in all vehicles while transporting recipients. All vehicles shall post "no smoking" signs in all vehicle interiors, easily visible to the passengers.
- 5.1.6.1.4. Availability of appropriate safety equipment shall be present and operable in the Vehicle, including but not limited to the following:
- 5.1.6.1.4.1. First Aid Kit.
 - 5.1.6.1.4.2. Accident Report Forms.
 - 5.1.6.1.4.3. Roadside reflective or warning devices.
 - 5.1.6.1.4.4. Flashlight.
 - 5.1.6.1.4.5. Chains or other traction devices (when appropriate).
 - 5.1.6.1.4.6. Disposable gloves.
 - 5.1.6.1.4.7. One (1) full charged dry carbon dioxide fire extinguisher, to be maintained in efficient operating condition, with at least a 1A:BC rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguisher shall be securely mounted on the vehicle in a clearly marked compartment and readily accessible;
- 5.1.6.1.5. Vehicles shall be maintained in good operating condition, and must include, among others, the following items in functioning condition:
- 5.1.6.1.5.1. Side and rear view mirrors.
 - 5.1.6.1.5.2. Horn.
 - 5.1.6.1.5.3. Functioning speedometer and odometer.
 - 5.1.6.1.5.4. Functioning two-way communication system to link all vehicles to the

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transportation providers' place of business.

- 5.1.6.1.5.5. Working turn signals, headlights, taillights, and windshield wipers.
- 5.1.6.1.5.6. Adequate and functioning heating and air conditioning systems.
- 5.1.6.1.5.7. Seatbelts shall be equipped with an adjustable driver's restraining belt with the requirements of FMVSS 209, "Seat Belt Assemblies" (See 49 C.F.R. 571.209) and FMVSS 210, "Seat Belt Assembly Anchorages." (See 49 C.F.R. 571.210).

5.1.6.2. Vehicle Maintenance.

- 5.1.6.2.1. Vendor Provider shall maintain vehicle maintenance in accordance with:
 - 5.1.6.2.1.1. Manufacturer's safety and mechanical operating and preventive maintenance standards inclusive of tire inflation and tread groove pattern; and
 - 5.1.6.2.1.2. State and Federal laws, specifically Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 220, 221, 225, 302, 403 and 404, October 1, 2004, are hereby incorporated by reference.
- 5.1.6.2.2. Vendor Provider shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication and repairs performed for each vehicle under their control. Such records shall be maintained for at least seven (7) years and include, at a minimum, the following information:
 - 5.1.6.2.2.1. Identification of the vehicle, including make, model and license number or

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other means of positive identification and ownership.

5.1.6.2.2.2. Date, mileage, type of inspection, maintenance, lubrication or repair performed, and a description of each.

5.1.6.2.2.3. If not owned by Vendor Provider, the name of any person or lessor furnishing any vehicle.

5.1.6.2.2.4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication or repair.

5.1.6.3. Information Displayed. All vehicles shall have:

5.1.6.3.1. The Vendor Provider's name, vehicle number (if applicable), and the Department's phone number prominently displayed within the interior of each vehicle.

5.1.6.3.2. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every vehicle.

5.1.6.3.3. Information noted in Section 2.1.6.1.3., above.

5.1.6.4. ADA. Vehicles shall comply with the American's with Disabilities Act (ADA) regulations. Any vehicles used for the purpose of transporting individuals with disabilities (paratransit) shall meet the requirements set forth in 49 CFR Part 38, hereby incorporated by reference, and the following:

5.1.6.4.1. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating or tire rating to be exceeded.

5.1.6.4.2. Except in locations within three and one half (3½) inches of the vehicle floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to

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parts of the vehicle associated with the operation of the lift or ramp.

- 5.1.6.4.3. The controls for operating the lift shall be at a location where the driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
- 5.1.6.4.4. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the vehicle body or chassis shall not diminish the structural integrity of the vehicle nor cause a hazardous imbalance of the vehicle. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the vehicle or vertically beyond the lowest part of the rim of the wheel closes to the lift.
- 5.1.6.4.5. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following minimum information:
 - 5.1.6.4.5.1. The manufacturer's name and address.
 - 5.1.6.4.5.2. The month and year of manufacture.
 - 5.1.6.4.5.3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State requirements applicable to accessible vehicles.

5.1.6.5. Vehicle State Inspection Requirement.

- 5.1.6.5.1. Vendor Provider shall ensure all vehicles are inspected and meet state inspection standards. Vendor Providers identified in this section,

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exclude public transportation/mass transit, which are required to comply with federal and state requirements and inspections. All vehicles used to transport Covered Persons shall be state inspected and registered in accordance with state law prior to the provision of services. Records and documentation of annual state as well as documentation of any required corrective actions shall be retained, for compliance review, a minimum of seven (7) years by the Vendor Provider.

- 5.1.6.5.2. Vendor Provider shall obtains and provide to the Vendor the relevant documentation that the vehicle meets the standards prescribed by law and is safe for transportation services. Documentation of the state inspection shall include:
 - 5.1.6.5.2.1. Identification of the individual(s) performing the inspection.
 - 5.1.6.5.2.2. The date of inspection.
 - 5.1.6.5.2.3. Identification of the vehicle inspected.
 - 5.1.6.5.2.4. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective (specifically identify corrections required in order for the Vendor Provider vehicle to meet the requirements of the state inspection.).
 - 5.1.6.5.2.5. Identification of deficient or defective items and notice of the actions taken to complete the corrective the deficiencies.
- 5.1.6.5.3. For taxis and any other commercial vehicles, Vendor Provider shall ensure all vehicles are maintained and operated in accordance with town

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or city municipal ordinances or code in addition to any applicable state or federal law requirements.

5.1.6.6. Vendor Provider Pre-Service Inspections.

5.1.6.6.1. Vendor shall require Vendor Providers to complete an inspection of all vehicles prior to the provision of services each day. The inspection shall ensure the vehicle is safe, clean and in good working order. The Vendor Provider shall not permit the provision of services and shall report to the Vendor, all defects and deficiencies that are likely to affect safe operation or cause mechanical malfunctions that result in the discontinuation of vehicle use in their fleet. The Vendor Provider shall make available upon request of the Vendor, documentation of a vehicle's corrective action when safe operation was in question in accordance with the above.

5.1.6.6.2. Vendor Provider's inspection log, shall contain, and be available for audit by Vendor upon request, at a minimum the following inspected items:

5.1.6.6.2.1. Service and Parking Brakes;

5.1.6.6.2.2. Tires and Wheels (noting the tires and wheels are visibly free from cracks and distortion do not have missing, cracked or broken mounting lugs);

5.1.6.6.2.3. Steering;

5.1.6.6.2.4. Horn;

5.1.6.6.2.5. Lighting, including but not limited to devices, directional, and hazards;

5.1.6.6.2.6. Windshield wipers;

5.1.6.6.2.7. Mirrors;

5.1.6.6.2.8. Passenger doors and seats;

5.1.6.6.2.9. Exhaust systems;

5.1.6.6.2.10. Equipment for transporting wheelchairs; and

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5.1.6.6.2.11. Safety and security and emergency equipment.

5.1.6.6.3. The results of safety inspections shall be randomly audited by the Vendor during site visits with the accompanying written report provided to the Department on an ongoing basis but in any event not less than annually and as needed based on complaint data.

5.1.6.6.4. Records of Vendor Provider daily pre-operational inspections shall be maintained for compliance review for a period no less than seven (7) years.

5.1.7. Driver Standards.

5.1.7.1. Driver Responsibility and Training.

5.1.7.1.1. Contractor and Vendor Providers shall inform and formally train drivers of their job duties and responsibilities, and shall provide training for all equipment related to their Vehicles, including but not limited to the following training programs:

5.1.7.1.1.1. Briefing about the transportation program, reporting forms, Vehicle operation and pre-service inspection requirements, and the geographic area in which they will be providing service (to include information associated with the Provider Invoicing Policy and Procedures);

5.1.7.1.1.2. Road testing with the type of Vehicle the driver will be operating; and

5.1.7.1.1.3. Completion of defensive driving course, or an equivalent, within six (6) months of date of hire for drivers with moving violations within the past one (1) calendar year.

5.1.7.1.2. Contractor and Vendor Provider shall require the completion of training with explicit instructional and procedural training and testing in the following:

5.1.7.1.2.1. Safety policies and responsibilities;

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- 5.1.7.1.2.2. Operational vehicle and equipment inspections;
- 5.1.7.1.2.3. Basic operations, maneuvering and defensive driving techniques;
- 5.1.7.1.2.4. Boarding, alighting, assisting and securing passengers;
- 5.1.7.1.2.5. Operation of wheelchair lift and other special equipment and driving conditions;
- 5.1.7.1.2.6. Handling emergencies, security threats, and threat awareness, including communication of unsafe conditions.

5.1.7.2. Driver Selection, Reporting and Maintenance of Records.

- 5.1.7.2.1. Vendor Provider's shall ensure driver selection, includes at a minimum the requirements identified as follows:
 - 5.1.7.2.1.1. Driver's appropriate and valid State driver's license, including a valid state chauffeur or taxi license/designation, if applicable;
 - 5.1.7.2.1.2. Review of driver applicant's criminal and Division of Motor Vehicles record, including review of both personal and commercial or business driving record five (5) years in arears, which shall verify that the driver applicant has not:
 - 5.1.7.2.1.2.1. Had more than three (3) moving violations and/or accidents within the last three (3) years and that the applicant or employee has had no more than two (2) moving violations, two (2) accidents or a combination of more

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than two (2) moving violations and/or accidents within the last twelve (12) months.

5.1.7.2.1.2.2. Been convicted of any crimes against people or any drug or alcohol related offenses.

5.1.7.2.1.3. Any exceptions to Section 2.1.7.2.1.2., above shall be made only with the prior approval of Department to assure the Covered Persons will be in no jeopardy from the driver.

5.1.7.2.2. Vendor Provider and drivers are required to report fraudulent use of transportation services to the Vendor;

5.1.7.2.3. Vendor Provider and drivers shall be required to report or provide notice in accordance with the provisions of this agreement;

5.1.7.2.4. Vendor Provider shall maintain records:

5.1.7.2.4.1. Associated with the appropriate vetting and selection of its drivers, including background checks and records of the driver's completed training.

5.1.7.2.4.2. For tracking of preventive and routine vehicle service for a minimum period of seven (7) years, including daily inspection reports.

5.1.7.2.4.3. Any documents required as a part of this agreement.

5.1.7.3. Driver Safety Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:

5.1.7.3.1. Drivers shall maintain a valid driver's license and shall comply with state and federal regulations for vehicle transport on roadways.

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- 5.1.7.3.2. No driver shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty.
- 5.1.7.3.3. No driver shall operate a vehicle when impaired as described above and if impaired by illness or fatigue.
- 5.1.7.3.4. Drivers may not assist wheelchair passengers up or down more than one (1) step, unless it is determined by the Covered Person or guardian and driver that it can be performed safely.
- 5.1.7.3.5. The driver shall ensure the safe transport of children in accordance with state law, including the proper installation and use of a car seat based on the age and height of the child.
- 5.1.7.3.6. Vehicle transfer points shall provide shelter, security and safety of Covered Persons;
- 5.1.7.3.7. Drivers shall not:
 - 5.1.7.3.7.1. Operate a vehicle with inoperable passenger doors or with the doors in the open position.
 - 5.1.7.3.7.2. Leave the vehicle unattended in an unsafe condition with passenger(s) aboard at any time.
 - 5.1.7.3.7.3. Permit use of the vehicle in a manner not permitted by the construction or design of the vehicle.
 - 5.1.7.3.7.4. Operate any vehicle with recapped, regrooved or retreaded tires on the steering axle.
- 5.1.7.3.8. The Vendor Provider shall not:
 - 5.1.7.3.8.1. Permit or require a driver to drive more than twelve (12) hours in any one twenty-four (24) hour period. The driver is not permitted to drive until the driver fulfills the requirement of eight (8) consecutive hours off duty.

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- 5.1.7.3.8.2. Refuel vehicles in a closed building.
- 5.1.7.3.9. The Vendor shall establish procedures for drivers to deal with situations in which emergency care is needed for Covered Persons that they have been assigned to transport.
- 5.1.7.3.10. For safety and protection of the public due to conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident.
- 5.1.7.4. Driver Service Obligations. Vendor Provider shall ensure that all drivers satisfy the following requirements:
 - 5.1.7.4.1. All drivers shall wear or have visible, easily readable proper identification;
 - 5.1.7.4.2. Drivers shall offer boarding assistance if necessary or requested to the seating portion of the vehicle. Boarding assistance shall include but not be limited to:
 - 5.1.7.4.2.1. Opening and closing the vehicle door.
 - 5.1.7.4.2.2. Fastening the seat belt.
 - 5.1.7.4.2.3. Storage of mobility assistive devices.
 - 5.1.7.4.3. Drivers shall minimize the number of times they refuel when passengers are in the vehicle.
 - 5.1.7.4.4. Drivers shall only pick up and deliver Covered Persons to locations assigned by Vendor.
 - 5.1.7.4.5. Drivers shall speak English.
 - 5.1.7.4.6. Covered Persons property that can be carried by the passenger and/or driver may be stored safely on the vehicles at no additional charge. The driver shall provide safe and secure transportation of the following items, as applicable, within the capabilities of the vehicle:
 - 5.1.7.4.6.1. Wheelchairs.
 - 5.1.7.4.6.2. Child seats.
 - 5.1.7.4.6.3. Stretchers.
 - 5.1.7.4.6.4. Secured oxygen.

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- 5.1.7.4.6.5. Personal assistive devices.
- 5.1.7.4.6.6. Intravenous devices.
- 5.1.7.4.7. Driver's shall identify themselves by name and company in a manner that is conducive to communications with a specific passenger, upon pick up of each Covered Person, group of Covered Persons, or representative guardian or associate of Covered Person except in situation where the driver transports the Covered Person on a recurring basis.
- 5.1.7.4.8. Driver's shall not:
 - 5.1.7.4.8.1. Leave the vehicle unattended with passenger(s) aboard for longer than five (5) minutes.
 - 5.1.7.4.8.2. Eat, drink, or smoke in the vehicle unless medical necessity, exclusive to fluid consumption, is required for sustenance during transport.
- 5.1.7.4.9. The paratransit driver shall provide the Covered Person with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include, but not be limited to, opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall open and close doors to buildings, except in situations in which assistance in opening and/or closing building doors would not be safe for passengers remaining in the vehicle. The driver shall provide assisted access in a dignified manner.
- 5.1.8. Representation and Warranties. The Vendor Provider shall represent and warrant any information furnished to the Contractor in connection with the background check of the Vendor Provider and drivers is true and correct and the Vendor Provider is not now and never has been excluded from the participation in any state of federal health care program.

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6. Reporting Requirements

- 6.1. The Contractor shall provide all performance reports to the Department as specified in Table 6.1-A;
- 6.2. The Department shall provide specifications for all performance reports in Table 6.1-A;
- 6.3. The Contractor shall meet the performance standards indicated in Table 6.1-A; and
- 6.4. Failure to meet performance standards may result in penalties as indicated in Table 6.1-A.

TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
CLAIM.01	Timely Clean Claims Processing Within 30 Calendar Days	Measure	Numerator and denominator calculated daily / summary measure reported monthly	45 calendar days after end of reporting period		100%	\$1,000 for each tenth of a percentage point below the standard.
CLAIM.02	Claims Quality Assurance: Claims Processing Accuracy	Measure	Monthly	45 calendar days after end of reporting period		≥98%	\$1,000 for each tenth of a percentage point below the specified accuracy rate, assessed on a monthly basis.

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New Hampshire Department of Health and Human Services
Transportation Management for New Hampshire Health Protection Program (NHHPP)
Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
COMMUNICATION.01	Communications Plan	Plan	Annually	August 31st	Within 14 calendar days of the execution of the agreement		
EMERGENCY.01	Emergency and Disaster Recovery Plan	Plan	Annually	August 31st	Within 60 days of the execution of the agreement.		
ENROLLMENT.01	Percentage of Enrollment Files Loaded Within 2 Business Days of Receipt	Measure	Monthly	20 calendar days after end of reporting period		100%	\$0.02 PMPM each month eligibility is not loaded as specified.
FINANCIAL.01	Standard Audited Annual Financial Statements	Narrative Report	Annually	2 months after the end of the calendar year			
FINANCIAL.02	Vendor Provider Reimbursement Rates	Table	Annually	December 31st	Within 30 days of the execution of the agreement		
FWA.01	Fraud Waste and Abuse Report	Narrative Report	Quarterly	2 months after end of reporting period			

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Transportation Management for New Hampshire Health Protection Program (NHHPP)
Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
GRIEVANCE.01	Member Grievance Log	Table	Monthly	20 calendar days after end of reporting period			
GRIEVANCE.02	Member Grievance Dispositions Resolved Within 14 Calendar Days	Measure	Quarterly	2 month after end of reporting period		100%	\$0.01 PMPM each quarter acceptance rate is not met.
GRIEVANCE.03	Member Grievance Rate	Measure	Quarterly	2 month after end of reporting period		<1%	\$0.01 PMPM each quarter acceptance rate is not met.
MEMCOMM.01	Member Communications: Average Speed to Answer Within 30 Seconds	Measure	Monthly	20 calendar days after end of reporting period		≥95%	
MEMCOMM.02	Member Communications: Average Wait Time and Hold Status of Less than 4 Minutes	Measure	Monthly	20 calendar days after end of reporting period		≥95%	
MEMCOMM.03	Member Communications: Average Calls Abandoned	Measure	Monthly	20 calendar days after end of reporting period		≤5%	\$1,000 per percentage point above the standard.

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New Hampshire Department of Health and Human Services
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TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
MEMCOMM.04	Member Communications: Average Call Blockage	Measure	Monthly	20 calendar days after end of reporting period		0%	\$1,000 per percentage point above the standard.
MEMCOMM.05	Member Communications: Voice Mails Returned by Next Business Day	Measure	Monthly	20 calendar days after end of reporting period		≥95%	
MILEAGE.01	Utilization of Mileage Reimbursement Program	Table	Monthly	2 months after the end of the reporting period.			
NEMT.01	NEMT Requests Delivered by Mode of Transportation	Measure	Quarterly	2 month after end of reporting period			
NEMT.02	NEMT Request Authorization Approval Rate by Mode of Transportation	Measure	Quarterly	2 months after end of reporting period			
NEMT.03	NEMT Schedule Trip Results by Outcome	Measure	Quarterly	2 months after end of reporting period			
NEMT.04	NEMT Services Delivered by Type of Medical Service	Measure	Quarterly	2 months after end of reporting period			
NEMT.05	NEMT Service Use by Population	Measure	Quarterly	2 months after end of reporting period			

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New Hampshire Department of Health and Human Services
Transportation Management for New Hampshire Health Protection Program (NHPP)
Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
NEMT.06	NEMT Scheduled Trip Member Cancellations by Reason for Member Cancellation for Contracted Providers	Measure	Quarterly	2 months after end of reporting period			
NEMT.07	NEMT Scheduled Trip On-time Provider Rate	Measure	Quarterly	2 months after end of reporting period			
NEMT.08	NEMT Scheduled Trips Assigned Within the Advanced Notice Period	Measure	Quarterly	2 months after end of reporting period		≥98%	
NEMT.09	NEMT Vendor No Show Rate	Measure	Quarterly	2 months after end of reporting period		>1%	\$0.01 PMPM each quarter the target is not met.
NETWORK.01	Comprehensive Provider Network and Member Access Plan	Plan	Annually	September 30th	60 calendar days prior to the start of services.		
NETWORK.02	Comprehensive Provider Network and Member Access Report	Narrative Report	Quarterly	2 months after end of reporting period			
NETWORK.03	Comprehensive Network Filing	Table	Annually	September 30th			

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New Hampshire Department of Health and Human Services
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Premium Assistance Program (PAP) and Fee For Service Participants

TABLE 6.1-A Performance Reports and Penalties

Reporting Reference ID	Name	Type	Measure Data Period	Standard Due Date	First Date Required	Standard	Penalty
PMP.01	Performance Management and Compliance Plan	Plan	Annually	August 31st	Within 90 days of the execution of the agreement.		
PROVTERM.01	Provider Termination Log	Table	As needed	Within 15 calendar days of the notice of termination or effective date, whichever is sooner			
VEHICLESAFETY.01	Vehicle Daily Safety Inspections	Measure	Quarterly	2 months after end of reporting period			
VEHICLESAFETY.02	Vehicle Daily Safety Inspection Passed	Measure	Quarterly	2 months after end of reporting period		≥95%	\$2,500 per percentage point below the target.
VEHICLESAFETY.03	Vehicles Adhering to Regular Preventive Maintenance Schedule	Measure	Quarterly	2 months after end of reporting period		≥95%	\$5,000 per percentage point below the target.
WEATHER.01	Inclement Weather Operations Report	Narrative Report	As Needed	Daily as Needed			